

**DOC # 0229764**

08/17/2015

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**TITLE PAGE**

**Official Record**

Recording requested By  
TONYA LEWIS

**Eureka County - NV**

**Sara Simmons - Recorder**

Fee: \$53.00

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RPTT:

Recorded By: LH

Book- 582 Page- 0172



0229764

Deed to Own Agreement

**DOCUMENT TITLE**

Todd E. Tonya Lewis

**REQUESTED BY**

**LEASE TO OWN AGREEMENT**

THIS LEASE TO OWN, made on the 16 day of December, 2013, by and between LAWRENCE ESPINOLA, JOSEPH ESPINOLA and SYLVANA EGAN, father and children, as joint tenants, hereinafter referred to as "Lessor/Seller", and TODD and TONYA LEWIS, husband and wife, as joint tenants, hereinafter referred to as "Lessee/Buyer".

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE I**

**DESCRIPTION OF PREMISES**

SECTION 1.01. Description. Lessor leases to Lessee that certain real and personal property located in County of Eureka, State of Nevada which is more particularly described as follows:

PARCEL NO. 007-380-89

T 20 N R53 E SEC 29

Ranchettes 19, 20, 23, and 24 of Map File #79030

**ARTICLE II**

**TERM**

SECTION 2.01. Term. The term of this Lease to Buy agreement is for a period of sixteen (16) year(s) beginning December 2013, and ending March 15, 2029 unless sooner terminated as provided in this Lease or unless the total purchase price is paid as provided in this Lease.

**ARTICLE III**

**RENT**

SECTION 3.01. Amount. The rent under this Lease to own Agreement to be paid by Lessee/Buyer to Lessor/Seller is the sum of Six Hundred Dollars (\$600.00) per month on or before the 1st day of December, 2013, with a like payment on the same day of each month thereafter. Lessee/Buyer will take possession of the premises on December 15, 2013, the prorated rent for the month of December of



\$300.00 will be due on December 15, 2013.

SECTION 3.02. Installments. Lessee/Buyer shall pay Lessor/Seller the rent as set forth in Section 3.01 above beginning December 15, 2013, and shall pay the same amount on or before the same day of each month throughout the term of this Lease. In the event that Lessee is delinquent at any time of more than \$1,200.00 in lease payments, this shall be one of the basis to terminate the Lease to Own agreement in addition to other conditions as set forth in this Lease as contained in Article XIV. In the event that Lessee becomes more than \$1,200.00 delinquent, the Lessor/Seller can revoke this agreement and retake possession of the property as stated in Article XIV of this agreement.

SECTION 3.03. Method of Payment. Payment will be made each month by Lessee/Buyer depositing said payment by personal check to LAWRENCE ESPINOLA Nevada State Bank account located in Eureka, Nevada.

#### ARTICLE IV

##### USE OF PREMISES

SECTION 4.01. Use by Lessee/Buyer. The premises leased are to be used by Lessee as a single family dwelling. Lessee agrees to restrict its use to such purpose, and not to use or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessor, or of Lessor's authorized agent, Joseph Espinola.

SECTION 4.02. No Use That Increases Insurance Risk. Lessee shall not use the premises in any manner, even in its use for the purpose for which the premises are leased, that will increase the risks covered by insurance on any improvements currently on the real property or that Lessee may place on the property unless Lessee provides adequate insurance therefor. Lessee further agrees not to keep on the premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of



fire insurance covering the premises. Lessee shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the premises and any improvements.

SECTION 4.03. Possession of Premises. Lessee/Buyer shall be entitled to occupy, possess, and improve the premises as they deem fit as if it were their own upon execution of this Agreement.

#### ARTICLE V

##### WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

SECTION 5.01. Prohibition. Lessee/Buyer shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for any unlawful purpose.

#### ARTICLE VI

##### UTILITIES

SECTION 6.01. Payment by Lessee/Buyer. Lessee/Buyer shall pay for all utilities in connection with the premises including but not limited to telephone, electricity, oil, water, sewer, propane, and garbage disposal.

#### ARTICLE VII

##### QUIET ENJOYMENT

SECTION 7.01. Quiet Enjoyment. Lessor/Seller covenants that on paying the rent and performing the covenants herein contained, that Lessee/Buyer shall peacefully and quietly have, hold and enjoy the leased premises for the agreed term.

#### ARTICLE VIII

##### REPAIRS AND MAINTENANCE

SECTION 8.01. Lessee's/Buyer's Obligation During Lease Term. Lessee/Buyer, at their expense, shall maintain the interior of the premises in as good repair and condition as in existence at the time of the execution of this Lease, and upon termination of



the Lease due to default and breach of this agreement will yield up said premises to Lessor/Seller in good condition and repair, loss by fire and ordinary wear and tear excepted therefrom.

SECTION 8.02. Alterations. Lessee/Buyer shall be allowed to make alterations on the premises during the term of the Lease as if owners of the property. All alterations, changes and improvements built, constructed, or placed on the premises by Lessee/Buyer, with the exception of fixtures removable without damage to the premises and movable personal property, shall unless otherwise provided by written agreement between Lessor/Seller and Lessee/Buyer, be the property of Lessor/Seller and remain on the premises if Lessor/Seller is obligated to retain possession of property due to breach of this agreement as stated in Article XIII of this agreement.

SECTION 8.03. Notice of Non-responsibility. In the event Lessee/Buyer performs any alterations on the premises or incurs any other bills or obligations in connection with the leased premises, Lessee/Buyer shall post said property with notice of owner's non-liability for any and all such obligations or bills incurred during the term of this Lease, and cause a copy of said Notice to be recorded as is required by the laws of the State of Nevada.

#### ARTICLE IX

##### TAXES AND INSURANCE

SECTION 9.01. Lessee's/Buyer's Obligation. Lessee/Buyer shall pay for all real property taxes and landfill taxes on the leased premises.

SECTION 9.02. Insurance/Buyer on Home and Improvements. Lessee/Buyer shall maintain a fire and extended coverage insurance on the real property.

SECTION 9.03. Personal Property Insurance. Lessor/Seller shall not be responsible for maintaining insurance for Lessee's



personal items including all furniture and furnishings which Lessee may bring on to the premises together with any other personal items. If Lessee/Buyer so desires this insurance Lessee shall be responsible for providing the same.

#### ARTICLE X

##### LESSOR'S/SELLOR'S ENTRY FOR INSPECTION

SECTION 10.01. Entry. Lessor/Seller reserves the right to enter the premises at reasonable times upon providing advance notice to inspect the same if Lessee/Buyer are in breach of this Lease to Own Agreement.

#### ARTICLE XI

##### NONLIABILITY OF LESSOR/SELLER FOR DAMAGES

SECTION 11.01. Nonliability. Lessor/Seller shall not be liable for liability or damage claims for injury to persons, including Lessee/Buyer and its family members, guests, or invitees, for property damage for any cause, related to Lessee's/Buyer's occupancy of the premises, during the term of this Lease/purchase agreement, except if injury to any of the above described persons is caused through Lessor's/Seller's occupancy of the premises.

#### ARTICLE XII

##### CONDITION OF PREMISES

SECTION 12.01. Condition. Lessee/Buyer agrees that Lessee/Buyer has examined the premises including the grounds and improvements and that Lessee/Buyer accepts the premises in an "as is" condition. Lessor makes no representations or warranties concerning the condition of the premises.

#### ARTICLE XIII

##### BREACH

SECTION 13.01. Acts Constituting Breach. The breach of any of the terms of this Agreement is a breach of this Lease to own Agreement.

SECTION 13.02. Notice of Breach. In the event of breach



by Lessee/Buyer, Lessor/Seller shall provide Lessee/Buyer thirty (30) days written notice of said default. Notice shall be deemed duly and regularly given either delivered personally or mailed certified mail, return receipt requested, to Lessee/Buyer's at Lessee's/Buyer's address as provided herein. In the event of any default under this Agreement, Lessee/Buyer shall have thirty (30) days from the mailing of said notice, or the date of personal service of said notice of default to cure the default. If Lessee/Buyer does not cure the default within the time permitted, Lessor/Seller may pursue any remedies available to it at law or equity, or, in the alternative, immediately terminate the lease and take possession of the premises.

#### **ARTICLE XIV**

##### **ASSIGNMENT/SUB-LEASE**

SECTION 14.01. Restrictions. Lessee/Buyer shall not be permitted to assign or sublease all or part of the leased premises without first finalizing the purchase of the home by paying the entire purchase price outstanding. Lessee's/Buyer's unauthorized assignment or sublease to occupy shall be void, and shall terminate the Lease to Own agreement.

#### **ARTICLE XV**

##### **DEATH OF EITHER PARTY**

SECTION 15.01. Death of Lessor/Seller. If prior to completion of this agreement the Lawrence Espinola should pass away all payments there after will go to Joseph Espinola.

SECTION 15.02. Death of Lessee/Buyer. If prior to the completion of this agreement both Todd and Tonya Lewis pass away at same time then their interest in the property and continuation of this agreement will be passed onto Travis Barnard and Brandi Barao

#### **ARTICLE XVI**

##### **PURCHASE AGREEMENT**

SECTION 16.01. All Payments Go Toward Purchase. This



Agreement is intended to allow all payments as described in Section 17.03 below to go toward the purchase price of the property and all water rights associated with the property. The purchase portion of this agreement will go into effect at receipt of down payment as specified in Section 16.02 below.

SECTION 16.02. Purchase Price. Lessor/Seller and Lessee/Buyer agree that the purchase price for the above described real property is the sum of One Hundred Fifteen Thousand Two Hundred Dollars (\$115,200.00).

SECTION 16.03. Down-payment. Lessee/Buyer will pay \$5,000.00 toward purchase price at signing of this agreement as consideration for obtaining the purchase agreement.

SECTION 16.04. Payment of Purchase Price. Lessee/Buyer shall receive credit in the sum of Six Hundred (\$600.00) for each monthly payment made towards the purchase price.

SECTION 16.05. No Penalty For Payment In Full. Lessee/Buyer has the right, and no penalty will be assessed, to provide payment of full purchase price prior to end of time allowed by this agreement.

SECTION 16.05. Transfer of Title/Security. Lessor/Seller shall convey the above described premises to Lessee/Buyer by a Joint Tenancy Grant, Bargain and Sale, Deed, free and clear of all encumbrances, except those that Lessee may have created or suffered, and excepting any taxes, assessments, or other charges incurred by Lessee that may have become a lien against the premises since the first day of the Lease. Said Deed shall be delivered to Lessee/Buyer no more than five days after full payment of the purchase price is received.

SECTION 16.08. Recording Fees. Lessee/Buyer shall be responsible for all fees associated with recording deed into their name and any other fees that may arise.





ARTICLE XVII

MISCELLANEOUS

SECTION 17.01. Lessee's/Buyer's Obligation to Pay Bills Upon Breach of Agreement. Upon the termination of the within Lease due to breach of this agreement, Lessee/Buyer agrees to discharge, pay and satisfy all bills and debts incurred by the Lessee, to the end that there is no responsibility or liability imposed upon said Lessor/Seller.

SECTION 17.02. Attorney's Fees. In the event of litigation, the prevailing party shall recover a reasonable attorney's fee, together with costs of suit.

SECTION 17.03. Notice. Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such persons. Lessor's/Seller's address for this purpose shall be 2339 Ruddy Way Sparks NV, 89441 or such other address as they may designate to Lessee/Buyer in writing. Notices to Lessee/Buyer may be addressed to at \_\_\_\_\_.

SECTION 17.04. Waiver of Breach. The waiving of any of the provisions of this agreement by any party shall be limited to the particular instance involved and shall not be deemed to waive any other rights or the same or any other terms of this Lease.

SECTION 17.05. Binding Effect. The covenants and agreements of this agreement shall be binding on the heirs, successors, legal representatives, and assigns of the parties.

SECTION 17.06. Time of Essence. Time is of the essence of this agreement.

SECTION 17.07. Venue/Laws. This agreement shall be construed pursuant to the Laws of the State of Nevada. Venue for any action under this Lease may be established by either party in



Eureka County, State of Nevada.

SECTION 17.08. Captions. The Captions contained herein are inserted only for convenience of reference and are in no way to be construed as part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

SECTION 17.09. Execution of Documents. Lessor/Seller and Lessee/Buyer agree to execute any and all documents in connection with this Lease and the transfer of the real property and water rights hereunder. Lessor/Seller shall make such application as necessary to assign and transfer water rights to the spring on the real property to Lessee/Buyer.

IN WITNESS WHEREOF, the parties have hereunto set their hands the \_\_\_\_ day of \_\_\_\_\_, 2013.

LESSOR:

Lawrence Espinola  
LAWRENCE ESPINOLA

\_\_\_\_\_  
JOSEPH ESPINOLA

\_\_\_\_\_  
SYLVANA EGAN

LESSEE:

Todd Lewis  
TODD LEWIS

Tonya Lewis  
TONYA LEWIS

STATE OF Nevada )  
COUNTY OF Eureka ) SS.

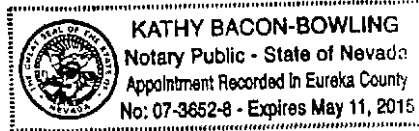
On December 16, 2013, personally appeared before me, a Notary Public, LAWRENCE ESPINOLA, who acknowledged that he executed the above instrument.

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*Kathy Bacon-Bowling*  
NOTARY PUBLIC

STATE OF NEVADA )  
COUNTY OF \_\_\_\_\_ ) SS.

On \_\_\_\_\_, 2013, personally appeared before me, a Notary Public, JOSEPH ESPINOLA, who acknowledged that he executed the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA )  
COUNTY OF \_\_\_\_\_ ) SS.

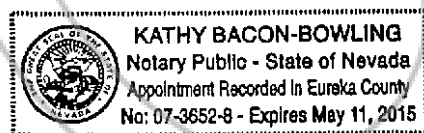
On \_\_\_\_\_, 2013, personally appeared before me, a Notary Public, SYLVANA EGAN, who acknowledged that she executed the above instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA )  
COUNTY OF Eureka ) SS.

On December 16, 2013, personally appeared before me, a Notary Public, TODD LEWIS and TONYA LEWIS, husband and wife, who acknowledged that they executed the above instrument.

*Kathy Bacon-Bowling*  
NOTARY PUBLIC



Eureka County, State of Nevada.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the \_\_\_\_ day of \_\_\_\_\_, 2013.

LESSOR:

LAWRENCE ESPINOLA

JOSEPH ESPINOLA

**SEE ATTACHED NOTARY CERTIFICATE**

*Sylvana Egan*  
SYLVANA EGAN

LESSEE:

TODD LEWIS

TONYA LEWIS

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On \_\_\_\_\_, 2013, personally appeared before me, a Notary Public, LAWRENCE ESPINOLA, who acknowledged that he executed the above instrument.

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## ACKNOWLEDGMENT

State of California  
County of Placer

On December 30, 2013 before me, Christina S. Mitchell, Notary Public  
(insert name and title of the officer)

personally appeared Sylvana Egan  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Christina S. Mitchell (Seal)

### DESCRIPTION OF ATTACHED DOCUMENT:

Title or Type of Document: Sale of Property  
Date of Document: 12-30-13 No. of Pages \_\_\_\_\_



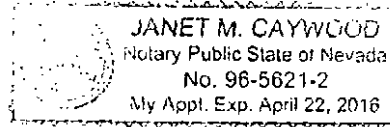
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NOTARY PUBLIC

STATE OF NEVADA )  
COUNTY OF Washoe ) SS.

On February, 20, 2014, personally appeared before me, a Notary Public, JOSEPH ESPINOLA, who acknowledged that he executed the above instrument.



STATE OF NEVADA )  
COUNTY OF \_\_\_\_\_ ) SS.

On \_\_\_\_\_, 2013, personally appeared before me, a Notary Public, SYLVANA EGAN, who acknowledged that she executed the above instrument.

NOTARY PUBLIC

STATE OF NEVADA )  
COUNTY OF \_\_\_\_\_ ) SS.

On \_\_\_\_\_, 2013, personally appeared before me, a Notary Public, TODD LEWIS and TONYA LEWIS, husband and wife, who acknowledged that they executed the above instrument.

NOTARY PUBLIC



Eureka County, State of Nevada.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the \_\_\_\_ day of \_\_\_\_\_, 2013.

LESSOR:

LAWRENCE ESPINOLA

*Joseph Espinola*  
JOSEPH ESPINOLA

SYLVANA EGAN

LESSEE:

TODD LEWIS

TONYA LEWIS

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On \_\_\_\_\_, 2013, personally appeared before me, a Notary Public, LAWRENCE ESPINOLA, who acknowledged that he executed the above instrument.

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